



**MEAT STANDARDS AUSTRALIA  
BRAND LICENCE AGREEMENT**  
Form 3.4.6 Document version number: 3.0  
Release date: 24<sup>th</sup> November 2015

Licence No: \_\_\_\_\_

This agreement is made on \_\_\_\_\_ Between

**MEAT & LIVESTOCK AUSTRALIA LIMITED** ABN 39 081 678 364 Level 1, 40 Mount Street North Sydney,  
New South Wales (Locked Bag 991, North Sydney, NSW 2059), (**MLA**) and

\_\_\_\_\_ **(You)**  
(Name of the entity carrying on the business)

ABN: \_\_\_\_\_ Trading name: \_\_\_\_\_  
(If different to the name of the entity carrying on the business)

Nominated Person: \_\_\_\_\_

Registered address: \_\_\_\_\_  
\_\_\_\_\_

Establishment address: \_\_\_\_\_  
(If different to the registered address)

\_\_\_\_\_

Postal address: \_\_\_\_\_  
(If different to the registered address)

\_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*Tick product for which this licence applies:*

Beef

Lamb and sheepmeat

\_\_\_\_\_

## APPLICATION

1. MLA is the owner of the trade marks set out in Appendix A (**Trade Marks**). The Trade Marks are used to certify the eating quality of beef and sheepmeat to which they are applied. MLA will license You to use the Trade Marks on the terms set out in this agreement if it is satisfied that You are able to meet these terms.
  2. MLA acknowledges that You are the owner of the trade marks set out in Appendix B (**Brand Trade Marks**) and intend to market beef and sheepmeat under the Brand Trade Marks.
  3. You apply for a licence to use the Trade Marks by completing and signing this agreement. MLA will signify acceptance of Your application and will grant the licence when MLA or its agent signs this agreement.
  4. In the event Your application to use the Trade Marks is refused, the dispute settlement provisions set out in paragraph 25 of the terms appearing overleaf will apply.
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### 1. LICENCE

Upon acceptance of this application, MLA grants You a licence to use the Trade Marks in accordance with this agreement, the MSA Standards Manual and Trade Mark Usage Guide.

### 2. TERM

This agreement continues in force unless terminated in accordance with its terms.

### 3. AGREEMENT

This agreement includes the terms appearing within Your copy of this agreement.

### 4. ACKNOWLEDGMENT

By signing this form You acknowledge and agree that You have read and understood this agreement.

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## TERMS

MLA has established a program to predict the eating quality of beef and sheepmeat. The predicted eating quality depends on the grading of the animal, the cut, the ageing and the cooking method.

You are the owner of and market beef and/or sheepmeat under the Brand Trade Marks. You are entitled to apply the Trade Marks in accordance with this agreement and the MSA Standards Manual and Trade Mark Usage Guide to identify MSA Certified Product.

- 1) You must use the Trade Marks only
    - a) in respect of the meat product specified within this document that is certified by MLA to bear the Trade Marks (**MSA Certified Product**); and
    - b) At approved supply chains specified in Appendix C when product bearing the Trade Mark is being used in markets outside Australia
  - 2) You must ensure that all product marketed under the Brand Trade Marks is identified in accordance with the guidelines for MSA licensed brands in the MSA Standards Manual and Trade Mark Usage Guide as updated by MLA from time to time.
  - 3) Trade Marks used in marketing or promotional materials must adhere to the MSA Trade Mark Usage Guide as updated by MLA from time to time and approval is required prior to each use of the Trade Marks in promotional material.
  - 4) Where you purchase product to market under the Brand Trade Marks, You must purchase MSA Certified Product only from wholesalers or processors licensed to use the Trade Marks (**Certified MSA Supplier**). You must ensure that all MSA Certified Product You receive is accompanied by Authenticating Documentation identifying the eating quality outcomes of the MSA Certified Product.
  - 5) You must comply with lawful and reasonable directions of MLA in connection with MSA Certified Product or use of the Trade Marks.
  - 6) You must not bring the Trade Marks or MLA into disrepute or engage in any passing off or misleading or deceptive conduct in relation to the MSA Certified Product, the Trade Marks or MLA.
  - 7) Subject to paragraphs 8 and 9, if You offer or cause or permit others to offer MSA Certified Product for sale. You must indicate the prescribed Cooking Method, Eating Quality Grade and ageing requirements in accordance with the MSA Standards.
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- 8) Where You package MSA Certified Product for retail sale You must:
    - a) indicate the prescribed Cooking Method and Eating Quality Grade through description or product presentation as per the MSA Standards;
    - b) ensure that the required ageing period (as indicated on the Authenticating Documentation) has been met for that Cooking Method and Eating Quality Grade of MSA Certified Product.
    - c) Ensure use of the Trade Marks will comply with country of origin labelling requirements in any country.
  - 9) You may omit Eating Quality Grade details required in paragraphs 7 and 8 if the product has met ageing requirements to meet MSA3 or higher grade for the cooking method identified.
  - 10) You (and any sub-licensee) must keep records to enable MLA to verify that these terms above have been complied with. Records must be kept as described in the MSA Standards.
  - 11) You must allow MLA or its authorised representatives access to Your records and premises, provide samples of MSA Certified Product and give such other assistance as reasonably required by MLA to verify that this agreement has been complied with and to assist with investigating any eating quality problems identified with MSA Certified Product(Audit). You must also ensure any sub-license includes a clause functionally equivalent to this clause.
  - 12) The Audit will be at the cost of MLA, unless the audit reveals any noncompliance by You (or a Sub-licensee) with this license, in which case MLA may require You to reimburse it for the cost of the Audit.
  - 13) You will not act in a way that will harm the integrity or reputation of the Trade Marks or impair MLA's rights or interest in the Trade Marks including that you must not challenge the validity of any Trade Mark application or registration by MLA in respect of the Trade Marks.
  - 14) You must not, without prior written approval of MLA, sublicense use of the Trade Marks other than those entities in your supply chain set out in Appendix C. You must ensure that any sub-licensee approved under this agreement is licensed on terms equivalent to the terms in this agreement. You remain fully responsible for all obligations even if You sub-licence and use of the Trade Marks and for performance of all obligations under this agreement. You may update the entities listed in Appendix C as a sub-licensees at any time by providing a completed Appendix C to MLA.
  - 15) Any reputation or goodwill in the Trade Mark, whether or not arising from the use of the Trade Mark by You pursuant to this agreement, shall be and remain the property, of and for the benefit of, MLA.
  - 16) If agreed to by You, You will, as reasonably required by MLA, assist in promotional and market research organised by MLA in relation to MSA Certified Product which may be published in MLA reports without reference to an individual enterprise.
  - 17) If requested You must assist and cooperate with MLA in prosecuting any applications to register the Trade Marks, maintain the validity of any registrations of the Trade Marks, and/or taking action against any actual or suspected infringement of or challenge to the Trade Marks or any claim that use of the Trade Marks infringe a third party's rights
  - 18) You permit MLA to publish Your details on the MLA website as a MSA Brand Licensee.
  - 19) You indemnify MLA against all damages, losses, costs and expenses incurred by MLA arising out of any breach by of this agreement or act or omission of You, Your officers, employees, consultants, agents and subcontractors in connection with MSA Certified Product or use of the Trade Marks.
  - 20) You must immediately notify MLA of any changes to contact details and matters which come to Your attention which may adversely affect the reputation of the Trade Marks.
  - 21) If MLA ceases to certify beef or sheepmeat to bear the Trade Marks, if You go into liquidation or commit an act of bankruptcy, if You breach any term of this agreement which, in the opinion of MLA, is not capable of remedy or if You fail after receipt of written notice from MLA or the Authorised Authority, to remedy any breach of this agreement which in the opinion of MLA is capable of remedy, MLA may by written notice to You terminate this agreement and recover from You all damages, losses, costs and expenses suffered by MLA.
  - 22) You may terminate this agreement by giving one month's notice in writing to MLA.
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- 23) On termination of this agreement for any reason You and any Sub-Licensees identified in Appendix C must immediately stop using the Trade Marks and remove all representations of the Trade Marks from Your products and your premises including all buildings signs, packaging, point of sale material and stationery.
- 24) The parties must, without delay and in good faith, attempt to resolve any dispute that arises out of or in connection with this agreement prior to commencing any proceedings.
- 25) If You or MLA requires resolution of a dispute under this agreement it must, before seeking any other resolution, immediately submit full details of the dispute to the other party. If the dispute is not resolved within 14 days either party may request the then President of the Law Society of New South Wales to appoint an expert to determine the dispute. In making a determination the expert

acts as an expert and not as an arbitrator. The expert's decision is conclusive, final and binding on the parties (except in the case of manifest error). The parties must pay the costs of the determination as determined by the expert.

- 26) A notice or other communication in connection with this agreement must be in writing and must be sent by mail to either party at the postal address on the front page of this agreement.
- 27) You may not assign a right under this agreement.
- 28) You must promptly execute all documents and do all things that MLA from time to time reasonably requests to effect, perfect or complete this agreement.
- 29) This agreement is governed by and must be construed in accordance with the laws of New South Wales.

**SIGNED AS AN AGREEMENT**

Signed for and on behalf of the applicant named above:

\_\_\_\_\_  
Signature of authorised person


\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Name of authorised person (Please print)

Signed for and on behalf of <b>Meat &amp; Livestock Australia Limited:</b>	
_____ Signature of authorised person	<b>MLA Use Only</b>
_____ Office Held	
_____ Name of Authorised Person (PLEASE PRINT)	

## Appendix A: Trade Marks

TRADE MARKS to be used in accordance with the MSA Standards Manual and Trade Mark Usage Guide:

Trade Mark	MEAT STANDARDS AUSTRALIA	MSA	 The logo is a circular emblem with a green border. Inside the border, the words "MEAT STANDARDS" are written in a curve at the top and "AUSTRALIA" at the bottom. In the center, the word "GRADED" is written in a bold, sans-serif font. The background of the inner circle is yellow with a green silhouette of a sheep's head.
Description	-	-	MSA Graded Circle

## Appendix B: Brand Trade Marks

Please include all Trade Marks and other marks or brands under which You intend to market Certified MSA Product.

## Appendix C: Approved Supply Chain Enterprises – Sub-Licensees

(For use within International Markets only)

### OUTLET ADDRESSES AND NOMINATED PERSONS

Outlet Name: \_\_\_\_\_

Outlet Address: \_\_\_\_\_

\_\_\_\_\_ Country: \_\_\_\_\_

Type of business:

Retail

Supermarket

Food Service

Wholesaler

Nominated Person within sub-licensee: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Estimated number of outlets within supply chain: \_\_\_\_\_

### OUTLET ADDRESSES AND NOMINATED PERSONS

Outlet Name: \_\_\_\_\_

Outlet Address: \_\_\_\_\_

\_\_\_\_\_ Country: \_\_\_\_\_

Type of business:

Retail

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Food Service

Wholesaler

Nominated Person within sub-licensee: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Estimated number of outlets within supply chain: \_\_\_\_\_

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Outlet Address: \_\_\_\_\_

\_\_\_\_\_ Country: \_\_\_\_\_

Type of business:

Retail

Supermarket

Food Service

Wholesaler

Nominated Person within sub-licensee: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Estimated number of outlets within supply chain: \_\_\_\_\_

**To add additional Sub-Licensees, copy this page**